

ON-SITE SYSTEMS, INC.
A PUBLIC UTILITY CO.

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T.R.A. DOCKET ROOM

May 9, 2003

Honorable Sara Kyle
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

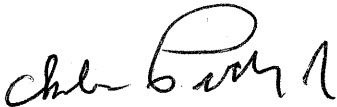
03-00330

RE: Petition to amend Revise Tariff to Incorporate a Revised Sewer Subscription
Contract

Dear Chairman Kyle:

On-Site Systems Inc. desires to replace our existing sewer service agreement. The
attached petition is in support of our request.

Sincerely,



Charles Pickney, Jr., President
On-Site Systems, Inc.

7638 River Road Pike Nashville TN 37209-5733
(615) 356-7294 Fax (615) 356-7295

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

_____, 2003

**IN RE: PETITION OF ON-SITE SYSTEMS, INC. TO REVISE ITS
TARIFF TO INCORPORATE A REVISED SEWER SUBSCRIPTION
CONTRACT**

DOCKET No. _____

Petition of On-Site Systems, Inc.
To Revise its Tariff to Incorporate a Revised Sewer Subscription Contract

On-Site Systems proposes that we replace our existing sewer service agreement (see attached) with the revised sewer service agreement (see attached). These changes are a result of our attorney reviewing our current subscription contract and suggesting changes in order for our documents to be similar to those used by other utility providers.

Other than the legal format, the most important change is the method of payment enforcement. Our existing method is to shut the sewer off. Under the proposed contract, the new method would be to shut the water off on the customer's side of the meter. This is the preferred method of the State of Tennessee Department of Environment health authorities that are concerned about the creation of a potential health hazard when we are forced to cut off the sewer. We prefer it because not only is it less costly and time consuming for us, but is the typical method used by other providers. It is our desire to change to the proposed contract as soon as practicable.

Respectfully submitted,



Charles Pickney Jr., President
On-Site Systems, Inc.

SEWER SERVICE AGREEMENT

EXISTING

On-Site Systems, Inc.
7638 River Road Pike
Nashville, TN 37209

This agreement entered into between On-Site Systems, Inc., a Tennessee Corporation, Hereinafter called "On-Site" and _____, hereinafter called "customer".

WITNESSETH

Whereas, customer desires to purchase sewer services from On-Site and to enter into a sewer service agreement and On-Site desires to provide sewer services.

Now therefore, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

In compliance with laws and environmental regulations set forth by the state of Tennessee, On-Site shall provide sewer services to the customer's property described as follows:

The customer agrees to grant to On-Site, its successors and assigns, a perpetual easement in, over, under and upon the above described land, with the right to erect, construct, install and maintain sewer system components.

The customer shall be responsible for operation and repair of all plumbing in structures on the property described above and the outfall line to the septic tank.

The customer agrees to follow the guide lines set forth in the USER MANUAL (Do's and Don'ts for Effluent Collection System).

On-Site shall be responsible for operation and repair of all components of the sewer system starting at the septic tank as described above and all elements of the STEG (septic tank effluent gravity) or STEP (septic tank effluent pumping) system.

The customer agrees to pay a security deposit of \$_____ and to pay for sewer service in accordance with authorized rate schedules present and future and to use same in accordance with applicable rules and regulations that have been provided. The time and place of payment will be as set forth by On-Site.

On-Site shall purchase and install a cut-off valve and shall have exclusive right to use such valve.

The failure of customer to pay sewer service charges duly imposed shall result in the imposition of the following penalties:

1. Payment after the due date will be subject to a penalty of five percent of the delinquent account.
2. Nonpayment within thirty days from the due date will result in the sewer service being shut off from the customer's property, with no final notice being sent.
3. In the event it becomes necessary for On-Site to shut off the sewer service from the customer's property, a fee of \$10.00 will be charged for disconnection of the service.
4. Before the service can be reconnected, all charges must be paid, including a reconnection fee of \$15.00.
5. A \$20.00 service charge will be applied for any returned checks.

This agreement shall remain in effect for the duration of time that the customer owns the above described property.

IN WITNESS THEREOF, we have executed this agreement this:

_____ day of _____, 19__.

On-Site Systems, Inc.

President

Customer

Customer

ON-SITE SYSTEMS, INC.
7638 RIVER ROAD PIKE
NASHVILLE, TN 37209
PHONE: (615) 356-2880

PROPOSED

SEWER SUBSCRIPTION CONTRACT

DATE: _____

PRINTED NAME

ADDRESS OF PROPERTY

MAILING ADDRESS

TELEPHONE NUMBER

I hereby make application to On-Site Systems, Inc. ("On-Site") for sewer service at the address of property stated above. In consideration of the undertaking on the part of On-Site to furnish sewer service, I understand, covenant and agree as follows:

1. I understand that components of a sewer system have been installed on the property referred to above, which is owned or occupied by me, and which is to be connected with a wastewater disposal system owned and/or maintained by On-Site. I warrant that any connection and subsequent use to this system by the components on my property shall be in accordance with the Rules and Regulations and Plans of On-Site. Regarding my usage of the system components on my property, which are owned by me, I covenant to follow the guidelines set forth in the USER MANUAL (Do's and Don'ts for Effluent Collection System). Should I violate these Rules and/or abuse or damage my components, I understand that I must bear the expense to repair or replace the same in accordance with the Plans of On-Site.
2. I grant to On-Site, its successors and assigns, a perpetual easement in, over, under and upon the above specified land, with the right to operate and repair all components of the sewer system on my property, including but not limited to the septic tank, the STEG (Septic Tank Effluent Gravity) or STEP (Septic Tank Effluent Pumping) system. I further grant On-Site permission to enter upon my property for any reason connected with the provision or removal of sewer service or collection therefore.
3. For all other plumbing and structures on the property, including the out fall line to the septic tank, I agree that I am responsible for all operation and repair thereof.
4. I hereby authorize On-Site to purchase and install a cutoff valve on my side of my water meter and grant On-Site exclusive right to use such valve.
5. I understand and agree to pay a security deposit of \$60.00 and to promptly pay for service at the current schedule of rates and fees and agree to abide by On-Site's billing and cutoff procedures. Should I not pay in accordance with On-Site's Rules, I agree to pay all costs of collection, including attorney fees.
6. I agree that the current Rates and Fees Schedule is attached hereto. I agree to abide by any amendments to such Schedules.
7. I agree that this Agreement shall remain in effect for as long as I own, reside upon or rent the above-described property. When such circumstances no longer exist, I agree to provide notice to On-Site within thirty (30) days of such change in circumstances.

SUBSCRIBER'S SIGNATURE